

Mutual does business and/or transacts business in this judicial district and, therefore, it is subject to personal jurisdiction in this judicial district and resides here for venue purposes.

5. Graphic Arts Mutual issued to Tasty Breads a commercial package insurance policy effective July 1, 2022 to July 1, 2023 (“the insurance policy” or “the insurance contract”, a copy of which is attached to this Complaint as Exhibit A).

6. Under the insurance policy, Graphic Arts Mutual insured Tasty Breads against direct physical loss of or damage to the Building and to the business personal property contained therein caused by or resulting from fire.

7. The insurance policy also provided coverage for the necessary expenses incurred by Tasty Breads during the period of restoration that: would not have been incurred if there had been no direct physical loss or damage to the Building caused by or resulting from fire; avoid or minimize the suspension of business and to continue operations; and reduces the amount of loss that otherwise would be payable for loss of business income.

8. On or about September 30, 2022, while the insurance policy was in full force and effect, the Building and business personal property contained therein were damaged by fire, partially suspending Tasty Breads’ normal operations and resulting in extra expenses being incurred by Tasty Breads to continue its operations (“the fire loss”).

9. Tasty Breads duly submitted a claim to Graphic Arts Mutual for benefits under the insurance policy.

10. Tasty Breads has substantially performed all post-loss conditions required by the insurance policy to be performed by it, requested of it, and/or not waived by Graphic Arts Mutual including, but not limited to, giving prompt notice of the fire loss, otherwise cooperating with

Graphic Arts Mutual in the investigation of the fire loss and ensuing claim, and timely filing suit against Graphic Arts Mutual

11. The cost to repair/replace the fire-related damage to the Building exceeds the \$1,973,408.41 paid by Graphic Arts Mutual, in that its payment failed to include all the damage to the Building and included pricing that is unreasonable and inadequate to repair/replace the damage.

12. Although requested to do so, Graphic Arts Mutual has failed and refused to pay Tasty Breads the full cost to repair/replace the fire-related damage to the Building, which failure and refusal constitutes a breach of the insurance policy.

13. The cost to repair/replace the fire-related damage to business personal property exceeds the \$504,641.01 paid by Graphic Arts Mutual, in that its payment failed to include all the damage to business personal property and included pricing that is unreasonable and inadequate to repair/replace the damage.

14. Although requested to do so, Graphic Arts Mutual has failed and refused to pay Tasty Breads the full cost to repair/replace fire-related damage to business personal property, which failure and refusal constitutes a breach of the insurance policy.

15. The extra expenses incurred by Tasty Breads due to the fire loss exceed the \$147,137 paid by Graphic Arts Mutual, in that the payment failed to include the interest payments on the line of credit incurred by Tasty Breads to purchase new equipment to continue its operations and thus reduce its business income loss.

16. Although requested to do so, Graphic Arts Mutual has failed and refused to pay Tasty Breads for all of the extra expenses it incurred due to the fire loss, which failure and refusal constitutes a breach of the insurance policy.

17. These breaches of the insurance policy were and are the direct and proximate cause of damage to Tasty Breads in an amount in excess of \$75,000.

18. This is an action based on a “written instrument” within the meaning of the Illinois Interest Act and, therefore, Tasty Breads is entitled to prejudgment interest.

WHEREFORE, Plaintiff, Tasty Breads International, Inc., prays for judgment in its favor and against Defendant, Graphic Arts Mutual Insurance Company, in an amount in excess of \$75,000, plus prejudgment interest and costs.

Plaintiff Demands Trial by Jury.

/s/ Edward Eshoo, Jr.
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